

LDWOSF  
12.3.412.1  
12-27-00

**From:** Brian Vance  
**To:** Bill Newcomb  
**Date:** 12/27/00 11:20AM  
**Subject:** White Bird Disposal

Bill, thanks for the manifest copy from White Bird Bridge. Even though the lead waste quantity is small, (30 pounds) the generator line 3 of the manifest is to show the owner of the site as generator not Long Painting Co. This is the same problem as occurred at Yakima Bridge waste disposal. Please contact your salesperson at Safety Kleen to correct the manifest. Copies of the corrected manifest will need to go to the Idaho DOT, your job file, and my haz waste files.

A separate but related issue is the generator certification on line 16 of the manifest. This shows Dennis Duhon, an LPC employee signing for the Idaho DOT. We will need a written authorization from the Idaho DOT to act as their authorized representative as an attachment to the manifest copy for our records. If you have that already please forward a copy to me for the haz waste files. If not please obtain that authorization from Idaho DOT for your job file and forward a copy to me for the haz waste files.

Thanks, Brian

**CC:** Dennis Duhon

USEPA SF



1410184

TEXAS NATURAL RESOURCE  
CONSERVATION COMMISSION 1-183-02  
P.O. Box 13087  
Austin, Texas 78711-3087



Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form approved. OMB No. 2050-0039, expires 06/30/99

<b>UNIFORM HAZARDOUS WASTE MANIFEST</b>		1. Generator's US EPA ID No. CESOG	Manifest Document No. 37622	2. Page 1 of 2	Information in the shaded areas is not required by Federal law.	
3. Generator's Name and Mailing Address LONG PAINTING COMPANY P.O. BOX 81435 SEATTLE WA 98108 206 763-8433				A. State Manifest Document Number SK 558015		
4. Generator's Phone				B. State Generator's ID 99953		
5. Transporter 1 Company Name SAFETY-KLEEN SYSTEMS, INC				C. State Transporter's ID 86119 88888		
6. US EPA ID Number SCR 000075150				D. Transporter's Phone 509 547-8771		
7. Transporter 2 Company Name SAFETY-KLEEN (TG) INC				E. State Transporter's ID 41747		
8. US EPA ID Number SCR 000074591				F. Transporter's Phone 803 935-4200		
9. Designated Facility Name and Site Address SAFETY-KLEEN SYSTEMS, INC. 1722 COOPER CREEK ROAD DENTON, TX 76208				G. State Facility ID 65124		
10. US EPA ID Number TXD Q77603371				H. Facility's Phone 940 483-5200		
11A. HM	11. US DOT Description (Including Proper Shipping Name, Hazard Class, and ID Number)		12. Containers No.	Type	13. Total Quantity	14. Unit Wt/Vol
X	a. HAZARDOUS WASTE, SOLID, N.O.S. (LEAD) NA3077 PG III (ERG#171)		9	DM	30	P
	b.					
	c.					
	d.					
J. Additional Descriptions for Materials Listed Above				K. Handling Codes for Wastes Listed Above (A) M141		
15. Special Handling Instructions and Additional Information EMERGENCY RESP 800-468-1760 (24 HR). IF UNDELIVERABLE RETURN TO GENERATOR. SK CORP AUTH'D TO USE SUBSEQUENT CARRIERS: 81300, 40355, 41015, 40582, 84815 PP 4637623 SKDOT# A: 22330 B: C: D:						
16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations, including applicable state regulations. If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.						
Printed/Typed Name Dennis Duhon		Signature <i>[Signature]</i>		Month Day Year 11 22 00		
17. Transporter 1 Acknowledgement of Receipt of Materials						
Printed/Typed Name Terry L Hobericht		Signature <i>[Signature]</i>		Month Day Year 11 22 00		
18. Transporter 2 Acknowledgement of Receipt of Materials						
Printed/Typed Name Dennis Duhon		Signature <i>[Signature]</i>		Month Day Year 11 22 00		
19. Discrepancy Indication Space						
20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.						
Printed/Typed Name JLanc		Signature <i>[Signature]</i>		Month Day Year 12 16 00		

TN800-0311 (Rev. 07/19/94)  
PROB # A 00002061550  
CMT # A 100002094804

White - original Pink-TSD Facility Yellow-Transporter Green-Generator's first copy

LP\_02754

Public reporting burden for this collection of information is estimated to average: 37 minutes for generators, 15 minutes for transporters, and 10 minutes for treatment, storage and disposal facilities. This includes time for reviewing instructions, gathering data, and completing and reviewing the form. Send comments regarding the burden estimate, including suggestions for reducing this burden, to: Chief, Information Policy Branch, PM-23, U.S. Environmental Protection Agency, 401 M Street, SW, Washington, DC 20460; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039. Expires 9-30-99

UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)		21. Generator's US EPA ID No. CESQG	Manifest Document No. 1 376282	22. Page of 2	Information in the shaded areas is not required by Federal law.	
23. Generator's Name and Mailing Address LONG PAINTING COMPANY P.O. BOX 81435 SEATTLE			98108		L. State Manifest Document Number SK 558015	
24. Transporter 3 Company Name SAVANNAH TRANSPORT			25. US EPA ID Number KS0000336891		M. State Generator's ID 99953	
26. Transporter Diamond T Company Name			27. US EPA ID Number LAZD000001560		N. State Transporter's ID 86398	
					O. Transporter's Phone 8775950100	
					P. State Transporter's ID 81302	
					Q. Transporter's Phone 0239307002	
28. US DOT Description (Including Proper Shipping Name, Hazard Class and ID Number)			29. Containers	30. Total	31. Unit	R. Waste No.
HM			No.	Type	Quantity	Wt/Vol
a.						
b.						
c.						
d.						
e.						
f.						
g.						
h.						
i.						
S. Additional Descriptions for Materials Listed Above				T. Handling Codes for Wastes Listed Above		
32. Special Handling Instructions and Additional Information MFST R/T# 099893769 C# 0002-4765-03						
33. Transporter 3 Acknowledgement of Receipt of Materials			Date			
Printed/Typed Name BOB BURTON			Signature Bob Burton		Month Day Year 12/25/00	
34. Transporter Acknowledgement of Receipt of Materials			Date			
Printed/Typed Name John Jackson			Signature John Jackson		Month Day Year 1/21/01	
35. Discrepancy Indication Space						

EPA Form 8700-22 (Rev. 9-88) previous editions obsolete

SAFETY-KLEEN CORP.

90289 (continuation) 6

ORIGINAL-RETURN TO GENERATOR

LP\_02755



**SAFETY-KLEEN SERVICES, INC.**  
and Subsidiaries

One Brinckman Way  
Elgin, Illinois 60123

BRANCH LOCATION: 1-183-00 Pasco, WA

RECEIVED

DEC -1 2000

LONG PAINTING CO. 20148225

**MASTER SERVICES AGREEMENT**



"CUSTOMER" BILL TO

CUSTOMER SERVICE LOCATION (IF DIFFERENT FROM BILL TO)

Long Painting Co.  
P.O. Box 81435  
Seattle WA 98108

Long Painting Co.  
1940 W. Sylvester  
Pasco WA 99301

SAFETY-KLEEN CUSTOMER NO. <b>2476503</b>	ORDER DATE <b>10-19-00</b>	CONTRACT TERM FROM: <b>10-19-00</b> TO: <b>Evergreen</b>
CUSTOMER P.O./ORDER NO.	CUSTOMER PHONE <b>509 206-763-8433</b>	CUSTOMER CONTACT <b>Bill Newcomb</b>

NOTICE: I HAVE READ THE ENTIRE AGREEMENT AND ACCEPT IT IN ITS ENTIRETY, INCLUDING THE TERMS AND CONDITIONS PRINTED HEREUNDER AND ON THE REVERSE SIDE, AND I HAVE RECEIVED A TRUE COPY THEREOF.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives.

**CUSTOMER**

By (Authorized Signature) [Signature]

Signature Printed/Typewritten  
**Dennis Duhon**

Title  
**Supt.**

Date  
**11/22/00**

**SAFETY-KLEEN**

By (Authorized Signature) [Signature]

Signature Printed/Typewritten  
**Mike Kendall**

Title  
**Branch Manager**

Date  
**11-22-00**

In consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

**TERMS AND CONDITIONS**

WHEREAS, the following paragraphs set forth the general terms and conditions under which Safety-Kleen shall, at Customer's request, provide the services as specified in the Supporting Documents ("Services"), including Services for waste materials ("Waste") rendered to Safety-Kleen by Customer or any of its or its subsidiaries' facilities located in Canada, the United States or any U.S. Territory. All Waste profile or Waste survey documents, pre-qualification analysis, price quotations, proposals, sales and service acknowledgments and the specifications of desired Services set forth in the Customer's solicitation, purchase orders, work orders or requests (individually and collectively referred to as "Supporting Documents") shall be incorporated herein by reference.

**1. TERM**

The term of this Agreement is effective during the contract term set forth above and will continue thereafter until terminated pursuant to Section 14.

**2. ORDERING AND SCHEDULING**

As the Customer determines that it requires Services under this Agreement, the Customer shall solicit a quotation and/or proposal from Safety-Kleen. If Safety-Kleen submits a quotation and/or proposal and if same is accepted by Customer, Customer shall issue a purchase or work order or request to Safety-Kleen. The Services to be performed at each specific job site shall be performed in accordance with and governed by the terms and conditions of this Agreement and the Supporting Documents. Safety-Kleen is contractually committed to provide Services only upon Safety-Kleen's confirmation of Customer's credit worthiness and Safety-Kleen's acceptance of a purchase or work order specifying the desired Services. Unless specifically provided otherwise, Customer shall contact Safety-Kleen to arrange a mutually acceptable schedule for Safety-Kleen's performance of the Services.

**3. PRICE**

The price for the Services shall be set forth in the Supporting Documents. Unless otherwise set forth in Safety-Kleen's proposal or quotation, this price will be increased to include any sum which Safety-Kleen is required to pay to local, state, provincial or federal governments or agencies by virtue of a tax, tariff, fee, surcharge or other charge on the transportation, storage, recycling, treatment or disposal of the Waste in effect at the time. Services are rendered and such sum will be invoiced to the Customer as a separate item on invoices. Unless otherwise agreed, Safety-Kleen's prices are subject to change upon thirty (30) days written notice to the Customer. Safety-Kleen reserves the right to assess a Nonconforming Waste charge for any Waste it determines to be Nonconforming Waste in accordance with Section 5 below.

Full payment is due within thirty (30) days of the invoice date. Unless otherwise set forth in Safety-Kleen's proposal or quotation, if transportation is provided by Safety-Kleen, shipping terms are F.O.B. point of transfer. Interest in the amount equal to 1.5% per month (18% per annum) or the maximum amount allowed by law, whichever is lower, will be added to all amounts outstanding for more than thirty (30) days. In addition, Customer shall be responsible for collection agency or legal fees, at a rate not to exceed thirty percent (30%) of the amount due (including principal and interest), incurred in collecting payment of an invoice. In order to assure accurate, mutually agreed charges and timely payment, Customer is responsible for notifying Safety-Kleen promptly of any disputed charge in an invoice.

**4. COMPOSITION OF WASTE**

If the Services to be provided herein include Waste management, for each type of Waste tendered to Safety-Kleen, Customer shall provide Safety-Kleen with a description of the Waste (the "Waste Description") in a form acceptable to Safety-Kleen. The Waste Description shall be set forth in the relevant Supporting Documents and shall include a description of the Waste stream's chemical components, and the percentage composition of each such component, or the relative mix thereof, stated in ranges acceptable to Safety-Kleen; the process creating the Waste; Waste analysis results, if available; and a listing of unique chemical characteristics of the Waste. It is understood and agreed that Safety-Kleen shall base its testing, evaluation and procedures for Waste Services on the Waste Description.

Customer understands that Safety-Kleen may require Customer to submit a Waste Description and/or sample of Waste either prior to or following Safety-Kleen's submittal of a quotation or proposal. Customer shall, if requested by Safety-Kleen, provide Safety-Kleen with a sample of the Waste in an appropriate container, which Safety-Kleen, at its sole option, may or may not elect to analyze. Safety-Kleen shall have the right, but not the obligation, to inspect, sample, analyze or test tendered Waste before accepting such Waste, and Safety-Kleen's exercise of, or failure to exercise, said right to inspect and sample shall not operate to relieve Customer of its responsibility to provide Safety-Kleen a true, accurate and complete chemical and physical description of the Waste tendered or to relieve Customer of its liability under this Agreement.

Customer certifies that the Waste it tenders to Safety-Kleen contains no Chlorinated Dibenzodioxins (Dioxins) as listed in 40 CFR Part 261. Customer understands that Customer shall be responsible for properly executing, in the form and number required, all manifests, profiles and similar documentation and/or certifications relating to the Waste, in accordance with applicable laws and regulations.

All Waste which Safety-Kleen determines does not conform to the Waste Description thereto ("Nonconforming Waste") will be managed in accordance with the provisions of Section 5 below.

**5. NONCONFORMING WASTE**

Waste shall be considered Nonconforming Waste if it fails to conform to the Waste Description applicable thereto or if any packaging and marking provided by Customer is not in accordance with applicable law and, if applicable, requirements provided in advance to Customer by Safety-Kleen. In the event the Waste is discovered to be Nonconforming Waste, Safety-Kleen may reject or revoke its acceptance of the Waste. The rejection or revocation of acceptance shall be effective immediately upon receipt of notice, verbal or written, to Customer or its agent. Customer and Safety-Kleen shall have seven (7) days to seek an alternative lawful manner of disposition of the Nonconforming Waste, unless it is necessary by reason of law or Safety-Kleen facility permit or operating procedure to move the Nonconforming Waste in less than seven (7) days. If Customer and Safety-Kleen can not agree on an alternate manner of disposition within said seven (7) days or, if applicable, within a shorter period, Safety-Kleen shall either return the Nonconforming Waste to Customer or unilaterally determine and arrange for an alternative, lawful manner of disposition. Customer shall pay Safety-Kleen its reasonable expenses and charges for Services provided in relation to such Nonconforming Waste, including analytical work, repair, replacement, decontamination and cleaning of equipment, and Nonconforming Waste charges.

In the event of a dispute under this section, Safety-Kleen may have a sample or samples of such Waste analyzed by a qualified, reputable, independent chemical laboratory. If chemical analysis shows that the particular Waste in question has the chemical composition as described in the Waste Description, then Safety-Kleen will pay the expense of the independent laboratory in performing the chemical analysis and continue its Services as originally agreed. If the chemical analysis shows that the chemical composition of the Waste is not as described in the Waste Description, then Safety-Kleen will proceed as set forth above.

Safety-Kleen shall provide due care while the Nonconforming Waste is in its possession and shall be responsible only for its employees', agents', subcontractors', or invitees' negligence with respect to such Waste.

**6. TITLE**

- If Safety-Kleen transports or arranges for transportation of Waste to a Safety-Kleen facility or a disposal facility chosen by Safety-Kleen and provided the Waste meets the Waste Description applicable thereto, and the Waste is properly packaged, coded, marked and labeled, title to and risk of loss, with respect to the Waste, shall pass from Customer to Safety-Kleen at such time as the loading operation of Waste onto vehicles provided by Safety-Kleen has been completed and the Waste is signed for and has departed from Customer's premises.
- If Customer transports or arranges for transportation of the Waste and provided the Waste meets the Waste Description applicable thereto, and the Waste is properly packaged, coded, marked and labeled, title to and risk of loss, with respect to the Waste, shall pass from Customer to Safety-Kleen at such time as the Waste is delivered to Safety-Kleen's facility and signed for.
- Title to Nonconforming Waste reverts to Customer, including risk of loss and all other incidents of ownership, at the time Safety-Kleen communicates to Customer that the Waste is Nonconforming in accordance with Section 5 above.
- It is expressly agreed that Safety-Kleen does not take title to or assume risk of loss with respect to Waste where Safety-Kleen is responsible only for transporting the Waste.
- It is expressly agreed that Safety-Kleen shall at all times retain title to its solvents used in its Parts Washer Service. Safety-Kleen shall also retain title to any equipment (including, without limitation, parts cleaning machines or paint spray gun cleaning machines), except where Customer previously owned the machine (COMS Service).

(continued on back page)

**TEXAS NATURAL RESOURCE  
CONSERVATION COMMISSION** 1-183-02  
P.O. Box 13087  
Austin, Texas 78711-3087



Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form approved. OMB No. 2050-0039, expires 09/30/99

<b>UNIFORM HAZARDOUS WASTE MANIFEST</b>		1. Generator's US EPA ID No. 25506		Manifest Document No. 7602		2. Page 1 of 3		Information in the shaded areas is not required by Federal law.					
3. Generator's Name and Mailing Address LONG PAINTING COMPANY P.O. BOX 81435 SEATTLE WA 98108						A. State Manifest Document Number <b>SK 558015</b>							
4. Generator's Phone 206 763-8433						B. State Generator's ID 99953							
5. Transporter 1 Company Name SAFETY-KLEEN SYSTEMS, INC.						C. State Transporter's ID 86119							
6. US EPA ID Number SCR 000075150						D. Transporter's Phone 509 547-8771							
7. Transporter 2 Company Name SAFETY-KLEEN (TG) INC.						E. State Transporter's ID 41747							
8. US EPA ID Number SCR 000074501						F. Transporter's Phone							
9. Designated Facility Name and Site Address SAFETY-KLEEN SYSTEMS, INC. 1722 COOPER CREEK ROAD DENTON, TX 76208						G. State Facility ID 65124							
10. US EPA ID Number TXD 077603371						H. Facility's Phone 940 483-5200							
11A. HM		11. US DOT Description (including Proper Shipping Name, Hazard Class, and ID Number)				12. Containers No. Type		13. Total Quantity		14. Unit Wt/Vol		15. Waste No.	
a.		HAZARDOUS WASTE, SOLID, N.O.S. (LEAD) NA3077 PG III (ERG1171)				7 DM		30		P		0008 OUTS409H	
b.													
c.													
d.													
J. Additional Descriptions for Materials Listed Above						K. Handling Codes for Wastes Listed Above (A) M141							
15. Special Handling Instructions and Additional Information EMERGENCY RESP 800-468-1760 (24 HR). IF UNDELIVERABLE RETURN TO GENERATOR. SP CORP AUTH'D TO USE SUBSEQUENT CARRIERS: 81300, 40355, 41015, 40582, 84015 PP 0077628 SKDOT# A: 22330 E: C: D:										MFST R/T#099893769 0002-4765-03			
16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations, including applicable state regulations. If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.													
Printed/Typed Name Dennis D. H.						Signature [Signature]						Month Day Year 11 23 90	
17. Transporter 1 Acknowledgement of Receipt of Materials						Signature [Signature]						Date 11 23 90	
Printed/Typed Name Thomas J. H.						Signature [Signature]						Month Day Year 11 23 90	
18. Transporter 2 Acknowledgement of Receipt of Materials						Signature [Signature]						Date 11 23 90	
Printed/Typed Name Dennis D. H.						Signature [Signature]						Month Day Year 11 23 90	
19. Discrepancy Indication Space													
20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.													
Printed/Typed Name						Signature						Date Month Day Year	

GENERATOR NAME: LONG PAINTING COMPANY

MANIFEST NO. SK558015  
MANIFEST PAGE/LINE# 119PURSUANT TO 40 CFR 268.7(A), I HEREBY NOTIFY THAT THIS SHIPMENT CONTAINS  
WASTE RESTRICTED UNDER 40 CFR PART 268 LAND DISPOSAL RESTRICTIONS (LDR).

## A. GENERAL WASTE NOTIFICATION

EPA WASTE CODES & LDR SUBCATEGORIES (IF ANY)  
0008

TREATABILITY GROUP: NONWASTEWATERS

## WASTE CONSTITUENT NOTIFICATION:

LEGEND  
NUMBER

CONSTITUENT

251

CHROMIUM (TOTAL)

## B. HAZARDOUS DEBRIS NOTIFICATION

THIS HAZARDOUS DEBRIS IS SUBJECT TO THE ALTERNATIVE TREATMENT STANDARDS OF  
40 CFR SEC. 268.45.

THE WASTE CONTAINS THE FOLLOWING CONTAMINANTS SUBJECT TO TREATMENT:

FOR IDAHO DOT

GENERATOR'S AUTHORIZED  
SIGNATURENAME & TITLE  
(PRINTED OR TYPED)

DATE

S-K PROFILE REFERENCE NUMBER: 2094804

CONTROL NUMBER: 2061550-5